

<i>SERFF Tracking Number:</i>	<i>ZURC-125420954</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Zurich Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CW GL 26513</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>CW GL 26513 Controlled Insurance Program</i>		
<i>Project Name/Number:</i>	<i>CW GL 26513 Controlled Insurance Program/CW GL 26513</i>		

## Filing at a Glance

Companies: American Zurich Insurance Company, American Guarantee and Liability Insurance Company, Zurich American Insurance Company of Illinois, Zurich American Insurance Company

Product Name: CW GL 26513 Controlled Insurance Program      SERFF Tr Num: ZURC-125420954      State: Arkansas

TOI: 17.2 Other Liability - Occurrence Only      SERFF Status: Closed      State Tr Num: EFT \$50  
 Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: CW GL 26513      State Status: Fees verified and received

Filing Type: Form      Co Status: Not Applicable      Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
 Author: Carole Amato      Disposition Date: 03/19/2008  
 Date Submitted: 01/08/2008      Disposition Status: Approved

Effective Date Requested (New): On Approval      Effective Date (New):  
 Effective Date Requested (Renewal): On Approval      Effective Date (Renewal):  
 State Filing Description:

## General Information

Project Name: CW GL 26513 Controlled Insurance Program	Status of Filing in Domicile: Not Filed
Project Number: CW GL 26513	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/19/2008	
State Status Changed: 03/19/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Owner and/or Contractor Controlled Insurance Programs – Commercial General Liability Coverage – Various Endorsements	

We are pleased to submit for your review and approval the enclosed endorsements for use with the ISO CGL coverage issued for our contractor-controlled insurance program "CCIP" and owner-controlled insurance program "OCIP".

<i>SERFF Tracking Number:</i>	<i>ZURC-125420954</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>CW GL 26513</i>		
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Required ISO state amendatory and other mandatory forms will also be included with these policies.

We provide our "OCIP" and "CCIP" policies, sometimes referred to as "wrap-up" policies, to entities and companies that develop and construct commercial properties and improvements. The policies provide named insured status to the entity that purchases the policy, referred to as the "Sponsor" or the "First Named Insured." This typically is the developer/owner in an "OCIP" policy or the general contractor or construction manager in a "CCIP" policy. These policies provide named insured status to all the subcontractors for the projects the policies cover, provided the Sponsor enrolls the subcontractors in the program. The policies may be issued to cover a single project, multiple projects, or a rolling program. A rolling program is one in which the Sponsor may add or "enroll" additional projects to the policy during the policy period.

These policies are written on a standard ISO CGL "occurrence" form, CG 00 01. Defense costs are in addition to limits. The Sponsor is solely responsible for payment of premium and deductibles. The policy periods typically range from one to three years, with an optional completed operations coverage extension for a period of years following project completion.

A few of the endorsements specific to the "OCIP" and "CCIP" context are described below.  
(A separate Forms Listing is also attached).

U-GL-1305, (Limitation of Coverage to Designated Project(s)) endorsement is intended for all "OCIP" and "CCIP" policies. In a policy that covers a single project, this endorsement identifies the project.

U-GL-1306, (Designated Project – Declarations endorsement) covers multiple projects or a rolling program and describes the projects to be covered. It also enables us to place all project-specific premium and coverage information in a single endorsement, as well as minimize the number of endorsements required when adding a project to an existing policy.

U-GL-1307 (Extended Completed Operations – Designated Project) is used with policies that cover multiple projects or a rolling program.

U-GL-1308 (Extended Completed Operations-Designated Project-Separate Aggregate Limit –Policy Period and Extended Coverage Period) may attach to policies that cover a single project.

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<i>Company Tracking Number:</i>	<i>CW GL 26513</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
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U-GL-1309 (Extended Completed Operations-Designated Project-Shared Products-Completed Operations Aggregate Limit-Policy Period and Extended Coverage Period) may attach to policies that cover a single project.

U-GL-1310 (Designated Project(s) - General Aggregate Limit) used with policies that cover multiple projects or a rolling program.

U-GL-1313, (Amendment of Limits – Products-Completed Operations Aggregate Limit) used with policies that cover projects or a rolling program. This endorsement also enables us to place all project-specific premium and coverage information in a single endorsement, as well as minimize the number of endorsements required when adding a project to an existing policy.

U-GL-1334 (Extended Ongoing Operations Coverage-Repair Work) provides premise extension for the enrolled contractors to return to the project for repair work.

## Company and Contact

### Filing Contact Information

Carole Amato, Supervisor	carol.amato@zurichna.com
1400 American Lane	(847) 413-5235 [Phone]
Schaumburg, IL 60196-1056	(847) 605-7768[FAX]

### Filing Company Information

American Zurich Insurance Company	CoCode: 40142	State of Domicile: Illinois
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-3141762	
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American Guarantee and Liability Insurance Company	CoCode: 26247	State of Domicile: New York
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-6071400	

*SERFF Tracking Number:*      *ZURC-125420954*      *State:*      *Arkansas*  
*First Filing Company:*      *American Zurich Insurance Company, ...*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *CW GL 26513*  
*TOI:*      *17.2 Other Liability - Occurrence Only*      *Sub-TOI:*      *17.2001 Commercial General Liability*  
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Zurich American Insurance Company of Illinois      CoCode: 27855      State of Domicile: Illinois  
1400 American Lane      Group Code: 212      Company Type:  
Schaumburg, IL 60196      Group Name:      State ID Number:  
(847) 605-6000 ext. [Phone]      FEIN Number: 36-2781080

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Zurich American Insurance Company      CoCode: 16535      State of Domicile: New York  
1400 American Lane      Group Code: 212      Company Type:  
Schaumburg, IL 60102      Group Name:      State ID Number:  
(847) 605-6000 ext. [Phone]      FEIN Number: 36-4233459  
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SERFF Tracking Number: ZURC-125420954 State: Arkansas

First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: CW GL 26513

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability

Product Name: CW GL 26513 Controlled Insurance Program

Project Name/Number: CW GL 26513 Controlled Insurance Program/CW GL 26513

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50 per submission for forms

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Zurich Insurance Company	\$50.00	01/08/2008	17395631
American Guarantee and Liability Insurance Company	\$0.00	01/08/2008	
Zurich American Insurance Company of Illinois	\$0.00	01/08/2008	
Zurich American Insurance Company	\$0.00	01/08/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/19/2008	03/19/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	02/12/2008	02/12/2008	Carole Amato	02/15/2008	02/15/2008
Pending Industry Response	Edith Roberts	01/31/2008	01/31/2008	Carole Amato	02/06/2008	02/06/2008
Pending Industry Response	Edith Roberts	01/10/2008	01/10/2008	Carole Amato	01/18/2008	01/18/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Status Update	Note To Reviewer	Carole Amato	03/07/2008	03/07/2008

<i>SERFF Tracking Number:</i>	<i>ZURC-125420954</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>CW GL 26513 Controlled Insurance Program</i>		
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## Disposition

Disposition Date: 03/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

<b>Overall Percentage Rate Indicated For This Filing</b>	0.000%
<b>Overall Percentage Rate Impact For This Filing</b>	0.000%
<b>Effect of Rate Filing-Written Premium Change For This Program</b>	\$0
<b>Effect of Rate Filing - Number of Policyholders Affected</b>	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Supporting Document	2/6/08 Response	Approved	Yes
Supporting Document	2/15/08 Response	Approved	Yes
Form	Cancellation	Approved	Yes
Form	Sole Agent for Insured	Approved	Yes
Form	Joint Defense - Wrap-up	Approved	Yes
Form	Property Damage Exclusion (Builders Risk)	Approved	Yes
Form	Claim Series - Wrap Up or Project-Specific	Approved	Yes
Form	Premium And Reports Agreement-Composite Rated Policies	Approved	Yes
Form	Limitation of Coverage to Designated Project(s)	Approved	Yes
Form	Designated Project-Declarations	Approved	Yes
Form	Extended Completed Operations-Designated Project	Approved	Yes
Form	Extended Completed Operations-Designated Project-Separate Aggregate Limit-Policy Period and Extended Coverage Period	Approved	Yes
Form	Extended Completed Operations-Designated Project-Shared Products-Completed Operations Aggregate Limit-Policy Period and Extended Coverage Period	Approved	Yes
Form	Designated Project(s)-General Aggregate Limit	Approved	Yes
Form	Property Damage to Owner's Property	Approved	Yes
Form	Amendment of Limits-Products-Completed Operations Aggregate Limit	Approved	Yes
Form	Extended Ongoing Operations Coverage- Repair Work	Approved	Yes



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Project Name/Number: CW GL 26513 Controlled Insurance Program/CW GL 26513

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/12/2008

Submitted Date 02/12/2008

Respond By Date

Dear Carole Amato,

This will acknowledge receipt of the captioned filing.

To have a valid claim under this coverage, when would the INCIDENT for the claim have occurred. Did the incident occur during the policy period of the GL policy or did the incident occur after the project is over.

Are the contractors insured during the wrap-up periods under someone else's GL which is excluded under their own GL?

Is this endorsement added to the contractors own GL to cover him after the project is completed which was insured under another contractor's policy?

Also, in which states have you submitted this filing and in how many has it been approved. Also, why has it not been filed in your state of domicile?

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 02/15/2008

Submitted Date 02/15/2008

Dear Edith Roberts,

**Comments:**

*SERFF Tracking Number:*      *ZURC-125420954*      *State:*      *Arkansas*  
*First Filing Company:*      *American Zurich Insurance Company, ...*      *State Tracking Number:*      *EFT \$50*  
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## **Response 1**

Comments: Response to 02/12/08 Concerns

### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: 2/15/08 Response

Comment: 1. An incident could occur during or after the policy period but after the project is over because it would be a colmpleted operations claim.

2. Yes, the contractors would have their primary coverage under a different GL policy that would most likely exclude any work performed under the project.

3. No, this coverage is provided to the Controlled Insurance Program Policy in which the contracotor is a named insured under the policy. The contractors primary GL would not provide coverage for any work performed under the Controlled Insurance Program in most instances.

4. The intent is to file countrywide but to date we have filed in 33 states with 16 approvals and 7 states that are "file and use". At the time of this filing we had yet to file in the domicile states of IL, NE and NY. IL and NE have since approved and I am waiting for additional actuarial support to file in NY.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Carole Amato

SERFF Tracking Number: ZURC-125420954 State: Arkansas  
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Company Tracking Number: CW GL 26513  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: CW GL 26513 Controlled Insurance Program  
Project Name/Number: CW GL 26513 Controlled Insurance Program/CW GL 26513

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/31/2008  
Submitted Date 01/31/2008  
Respond By Date  
Dear Carole Amato,

This will acknowledge receipt of the captioned filing.

These endorsements are providing coverage under an occurrence policy. If at any time after the project has been finished, a claim is filed, due to an occurrence during the time the coverage was provided, a claim would be valid. There would be no need to an endorsement for an extension of coverage. Is there a charge for this endorsement?

Please explain why these wrap-up coverages would not provide coverage after completion of the project/operation up to the statute of limitations, for a claim arising from occurrence from within the coverage period?

Sincerely,  
Edith Roberts

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/06/2008  
Submitted Date 02/06/2008

Dear Edith Roberts,

### Comments:

### Response 1

Comments: Response to 1/31/08 concerns.

### Changed Items:

*SERFF Tracking Number:*      *ZURC-125420954*      *State:*      *Arkansas*  
*First Filing Company:*      *American Zurich Insurance Company, ...*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *CW GL 26513*  
*TOI:*      *17.2 Other Liability - Occurrence Only*      *Sub-TOI:*      *17.2001 Commercial General Liability*  
*Product Name:*      *CW GL 26513 Controlled Insurance Program*  
*Project Name/Number:*      *CW GL 26513 Controlled Insurance Program/CW GL 26513*

**Supporting Document Schedule Item Changes**

Satisfied -Name: 2/6/08 Response

Comment: Please be advised that under the insuring agreement of the CGL policy - Insurance under the occurrence coverage form applies only to bodily injury and property damage that occurs during the policy period. When the project is over the policy will expire.

Most contractors have (Wrap-Ups)-Controlled Insurance Program exclusions on their primary policies so potentially there is no coverage for them to turn to in the Statute of repose period. Our proposed endorsement clearly extends this coverage so that any potential gaps will be addressed for the benefit of the insured.

There is a debit that will apply per the rules that were submitted for these endorsements.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Carole Amato

SERFF Tracking Number: ZURC-125420954 State: Arkansas  
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Product Name: CW GL 26513 Controlled Insurance Program  
Project Name/Number: CW GL 26513 Controlled Insurance Program/CW GL 26513

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/10/2008  
Submitted Date 01/10/2008  
Respond By Date  
Dear Carole Amato,

This will acknowledge receipt of the captioned filing.

The following forms do not tract with a GL Occurrence policy, to which you have stated that these endorsements will attach. An occurrence policy does not need extended coverage period or reporting period. An "occurrence" within the effective date of coverage would be a valid claim if presented at any time. However the following forms appear to give coverage after the termination of the policy or the coverage period as if this were written on a claims made basis. This is not allowable.

The following forms need to be withdraw or either the complete program needs to be re-thought and re-written:

U-GLD-1306-1 (02/07); ....1307; ....1308; ....1309; and 1313.

Please advise as to how you wish to amend the program.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/18/2008  
Submitted Date 01/18/2008

Dear Edith Roberts,

**Comments:**

### Response 1

SERFF Tracking Number: ZURC-125420954 State: Arkansas  
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: CW GL 26513  
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Comments: We understand your concerns regarding use of the ERP for an occurrence coverage but believe that in the case of this particular type of "wrap-up" coverage these forms are required.

A wrap-up construction project is a large construction, erection, or demolition project for which policies have been issued by one or more insurance carriers under the same management to insure two or more legal entities engaged in such a project. Insured's in many instances prefer to cover large projects under the Consolidated Insurance Program (Wrap-Up) scenario because it provides a dedicated set of limits for the project as well as the consistent coverage for all contractors that are enrolled in the program. This also helps reduce litigation and coverage gaps for the Insured's.

Under most if not all primary casualty policies, work done under a wrap up is excluded with the use of ISO GL 21 54 01 96 Exclusion-Designated Operations Covered By a Consolidated (Wrap-Up) Insurance Program. This removes any possibility that a contractor will have any General Liability Coverage under their primary policy for work performed on a Consolidate Insurance Program (Wrap Up). If a completed operations claim were to arise there would be no coverage after the construction project was completed for the contractors involved unless the endorsements in our filings were utilized. These endorsements bring coverage extensions on an occurrence basis for the project insured for a period of specified years (usually the statute of repose.) Thus providing protection/coverage to contractors whose primary policies would not respond due to the CG2154 exclusion.

This is a standard accepted and expected practice in our industry with AIG, ACE, Liberty and others offering the same product. If we as Insurers would not offer this protection to the Insured's we would be putting them in jeopardy of extreme financial risk.

If a Completed Operations claim occurs during the extension period it will be covered based on the policy issued during the construction period for this Consolidated Insurance Program (wrap-up).

Please advise if you have any further concerns.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Carole Amato

*SERFF Tracking Number:*      *ZURC-125420954*      *State:*      *Arkansas*  
*First Filing Company:*      *American Zurich Insurance Company, ...*      *State Tracking Number:*      *EFT \$50*  
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*Product Name:*      *CW GL 26513 Controlled Insurance Program*  
*Project Name/Number:*      *CW GL 26513 Controlled Insurance Program/CW GL 26513*

**Note To Reviewer**

**Created By:**

Carole Amato on 03/07/2008 10:57 AM

**Subject:**

Status Update

**Comments:**

Please advise when the final review of this filing maybe completed. Thank you for your time and consideration.

SERFF Tracking Number: ZURC-125420954 State: Arkansas

First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: CW GL 26513

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability

Product Name: CW GL 26513 Controlled Insurance Program

Project Name/Number: CW GL 26513 Controlled Insurance Program/CW GL 26513

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cancellation	U-GL-1298-A CW	(01/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1298-A CW 0107.pdf
Approved	Sole Agent for Insured	U-GL-1299-A CW	(02/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1299-A CW 0207.pdf
Approved	Joint Defense - Wrap-up	U-GL-1300-A CW	(01/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1300-A CW 0107.pdf
Approved	Property Damage Exclusion (Builders Risk)	U-GL-1301-A CW	(02/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1301-A CW 0207.pdf
Approved	Claim Series - Wrap Up or Project-Specific	U-GL-1303-A CW	(02/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1303-A CW 0207.pdf
Approved	Premium And Reports Agreement-Composite Rated Policies	U-GL-1304-A CW	(02/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1304-A CW 0207.pdf
Approved	Limitation of Coverage to Designated Project(s)	U-GL-1305-A CW	(02/07)	Endorsement/Amendment/Conditions		0.00	U-GL-1305-A CW 0207.pdf
Approved	Designated Project-Declarations	U-GL-D-1306-A CW	(02/07)	Declaration New s/Schedule		0.00	U-GL-D-1306-A CW 0207.pdf
Approved	Extended	U-GL-	(02/07)	Endorsement New		0.00	U-GL-1307-



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	Completed Operations- Designated Project	1307-A CW		nt/Amendm ent/Condi tions		A CW 0207.pdf
Approved	Extended Completed Operations- Designated Project-Separate Aggregate Limit- Policy Period and Extended Coverage Period	U-GL- 1308-A CW	(02/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	U-GL-1308- A CW 0207.pdf
Approved	Extended Completed Operations- Designated Project-Shared Products- Completed Operations Aggregate Limit- Policy Period and Extended Coverage Period	U-GL- 1309-A CW	(02/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	U-GL-1309- A CW 0207.pdf
Approved	Designated Project(s)- General Aggregate Limit	U-GL- 1310-A CW	(02/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	U-GL-1310- A CW 0207.pdf
Approved	Property Damage to Owner's Property	U-GL- 1311-A CW	(02/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	U-GL-1311- A CW 0207.pdf
Approved	Amendment of Limits-Products- Completed Operations Aggregate Limit	U-GL- 1313-A CW	(02/07)	Endorseme New nt/Amendm ent/Condi tions	0.00	U-GL-1313- A CW 0207.pdf

<i>SERFF Tracking Number:</i>	<i>ZURC-125420954</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>CW GL 26513</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>CW GL 26513 Controlled Insurance Program</i>		
<i>Project Name/Number:</i>	<i>CW GL 26513 Controlled Insurance Program/CW GL 26513</i>		

  

Approved	Extended	U-GL-	(03/07)	Endorseme New	0.00	U-GL-1334-
	Ongoing	1334-A		nt/Amendm		A CW
	Operations	CW		ent/Condi		0307.pdf
	Coverage-Repair			ons		
	Work					



# Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

We waive our rights of cancellation except for one or more of the following reasons:

1. Non-payment of premium by the insured. Non-payment shall be deemed to have occurred if payment is not received by the company in accordance with the agreed payment schedule. Premium includes policy premium, collateral, audit premium, escrow and loss reimbursement funds.
2. Failure of the insured to adhere to our request(s) to comply with our safety engineering standards when such failure creates an unreasonable risk of serious and/or substantial loss. Such requests shall be in writing and each request will include an expected date of compliance provided by the company.
3. Failure of the insured to adhere to our request(s) to comply with the insured's and/or our quality control standard(s) when such failure creates an unreasonable risk of serious and/or substantial loss. Such requests shall be in writing and each request will include an expected date of compliance provided by the company.

The company will provide \_\_\_\_ days prior written notice of cancellation due to non-payment of premium and \_\_\_\_ days prior written notice of cancellation due to non-compliance with safety and/or quality control standards.

## Sole Agent for Insureds



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

It is agreed that this policy is issued at the direction of the first Named Insured, which shall be solely responsible for the payment of premiums and losses under the deductible amount as outlined in the policy and shall have other policy rights to act on behalf of insureds. The insureds have assigned to the first Named Insured:

1. The rights, title, and interest to receive any and all return of premium, dividends, discounts or other adjustments; and
2. The right to request cancellation of the policy; and
3. Authorization to act on their behalf as respects changes to any provisions of this insurance policy.

We consent to such assignment of rights, title and interest.

#### **Other Terms**

All other terms and conditions of the policy not changed by the provisions of this endorsement continue to apply as currently written.

# Joint Defense – Wrap-up



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

#### 7. Separation of Insureds part b. is replaced with the following:

b. Separately to each insured against whom claim is made or "suit" is brought, however;

- (1) Absent an actual conflict of interest between two insureds, we shall have the right to retain one counsel to defend all such insureds in a joint defense.

An actual conflict of interest shall be deemed to exist only when the following circumstances exist:

(a). A insured against whom claim is made or "suit" is brought performed work or furnished materials, parts or equipment in connection with such work on a specific portion of the construction project on which any other insured also performed work or furnished materials, parts or equipment in connection with that same specific portion of the construction project; and

(b). An apportionment of responsibility will occur between the insureds for "bodily injury" or "property damage" alleged to have been concurrently, jointly or consecutively caused in connection with that same specific portion of the construction project.

- (2) An actual conflict of interest may be waived by the insured in writing.



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## **Property Damage Exclusion (Builders Risk)**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

This insurance does not cover "property damage" to the "designated project(s)" that occurs prior to the "project completion date" of the "designated project" and is covered under a builders risk policy secured by the first named insured.

## Claim Series – Wrap Up or Project-Specific



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

**Section I. Coverage A Bodily Injury and Property Damage** is amended to include the following:

1. Any series of claims or "suit"(s) arising from a "common cause or condition" in "your work" shall be deemed to arise from one "occurrence" regardless of the number of claims made, "suits" brought, or persons or organizations making claims or bringing "suits".

2. The following definitions apply:

"Common cause or condition" means

- (a) an accident, including continuous or repeated exposure to substantially the same general harmful conditions; and
- (b) that causes the same or substantially the same "bodily injury" or "property damage" in or to more than one "home" or location within the same "project".

"Home" means

- (a) a single family residence either attached or detached that is or includes "your work", including but not limited to a condominium, cooperative unit, or other similar dwelling in a multi-unit residential structure.

"Project" means

- (a) work identified as a "designated project" in this policy; or



- (b) where the work is not identified as a "designated project" in this policy, work performed at the same jobsite. For the purposes of this endorsement, multiple jobsites within one mile of each other and constructed under the same set of construction contracts are considered a single "project."

All other terms and conditions of this policy not amended by this endorsement continue to apply.

# Premium And Reports Agreement – Composite Rated Policies



**ZURICH**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**  
**Products/Completed Operations Liability Coverage Part**

## Schedule

### 1. Unit of Exposure(s)

☐ per \$1000 Contract Values      ☐ per \$100 WC Payroll      ☐ per \$100 GL Payroll ☐ per Condo Unit  
Surcharge

2. Coverage Unit of Exposure	Rate(s)	Estimated Premium(s)
Surcharge Unit of Exposure	Rate(s)	Estimated Premium(s)

3. Deposit Premium: \$ \_\_\_\_\_

4. Minimum Premium: \$ \_\_\_\_\_

Condition 5, Premium Audit, of Section IV, Commercial General Liability Conditions, is replaced by the following:

### 5. Premium Audit

a. We will compute all premiums for this Coverage Part according to our rules and the composite rates shown in the Schedule above or attached hereto.

b. The premium shown in the Schedule is due and payable based on the payment schedule provided. The first Named Insured will pay, within 20 days following the mailing or delivery of the statement of audited premium for each audit period, the earned premium due.

c. Within 180 days after this Coverage Part expires we will conduct an audit, which may not be waived. We will compute the earned premium for the policy period by multiplying the composite rate against the total developed exposure. If the earned premium is greater than the sum of the deposit and any interim adjustment premiums, the first Named Insured will pay us the excess; if less, we will return the unearned portion to the first Named Insured.

d. The Broker is responsible for collecting, verifying and reporting payrolls for all enrolled subcontractors to Zurich. For wrap-up policies where the exposure base is contract values, we will start with the original estimated contract value at the beginning of the insured project (or as of policy inception, if the project started prior to policy inception date)

and it is the broker's responsibility to provide documentation of the final contract value as well as any change orders that increase or decrease contract value. Zurich shall have the right to audit these payrolls, contract values and change orders according to our policies, procedures and non-policy agreement(s).

e. The units of exposure shown in the Schedule are defined as follows:

1. **Contract Value** means Total Contract Value between the General Contractor(s) or Construction Manager(s) at Risk and the Owner(s) as of project inception, or policy inception if a project was underway prior to policy inception. Total Contract Value includes change orders (+/-) except for change orders that reduce Contract Value for the cost of insurance. We will use the Estimated Contract Value at the start of the project as the Beginning Contract Value. We will modify Beginning Contract Value at audit based upon the Actual Contract Value at project start, or policy inception if a project was underway prior to policy inception, and include change orders (+/-) to determine Final Contract Value.

2. **WC Payroll** means total remuneration for all "employees" of the insured that are included in the Wrap-up program as defined by the policy. "WC Payroll" includes monopolistic states payrolls.

3. **GL Payroll** means total remuneration for all "employees" of the insured that are included in the Wrap-up program as defined by the policy. "GL Payroll" excludes clerical office employees, salespersons and drivers, but includes any monopolistic states payrolls.
- 4) **Condo Unit** – any unit constructed, reconstructed, remodeled, or repaired with the intent that title to each individual dwelling or dwelling unit will be transferred separately to each owner. Notwithstanding the above, "condo unit" does not include any structure that functions as apartments, time shares, a hotel, a motel, a nursing home, an assisted living senior housing care facility, a college campus dormitory, or government housing on military bases.

# Limitation of Coverage to Designated Project(s)



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

## SCHEDULE

**Project:** All construction operations associated with the project(s) endorsed on to this policy via the Designated Project-Declarations endorsement, or the following project(s) to be included in the Program:

Designated Project(s) \_\_\_\_\_

"Designated Project" means:

The project shown in this SCHEDULE, including operations on and off the project site or location that are necessary or incidental to the project as described in contract documents. "Designated Project" includes the work site(s) associated with such "designated project(s)" and any offsite staging areas, as long as they are dedicated solely to the "designated project(s)". Also included are those areas immediately adjacent to the "designated projects", including boundaries of local streets or public easement, in which the enrolled subcontractors at any tier perform work under their respective contracts.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. The insurance provided by this policy applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of the "designated project(s)" shown in the SCHEDULE above.
2. For purposes of this insurance, "Designated Project" does not include:
  - (1) "Your work" at other projects or project site(s) or locations not shown in the SCHEDULE above;
  - (2) Your other operations that are not connected to or do not emanate from the project shown in the SCHEDULE above, including operations at your permanent locations; or
  - (3) Operations in the business described in the Declarations of this policy but covered by the provisions of another policy.

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## Designated Project - Declarations

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part****SCHEDULE**

Project Name:				
Project Address:				
Project Start Date:		Project Duration:		
Number of Condo Units:		Contract Value:		
Project Description:				
Scheduled Project Premium Addendum: The premiums indicated on the Common Policy Declarations are estimates and are subject to change on final audit. The final premium will be determined by the product of the rate (or rates) scheduled below, times the final audited exposure as specified in the "Premium and Reports Agreement – Composite Rated Policies" endorsement to this policy.				
Estimated <u>Exposure</u>	Exposure <u>Base</u>	Rate Applies <u>Per</u>	Composite <u>Rate</u>	Estimated <u>Premium</u>
\$	Contract Value	\$ 1,000	\$	\$
#	Condo Units	Unit	\$	\$
	WC Payroll	\$ 100		
	GL Payroll	\$ 100		
The Extended Completed Operations Coverage Period for the "designated project(s)" is ____ years or the statute of repose applicable to the "designated project", whichever is less (if blank, the Period is 5 years).				

## Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit shown in the Declarations of this policy shall apply as designated below for the "designated project(s)" in this endorsement, subject to the terms and the Policy Products-Completed Operations Aggregate Limit shown in endorsement U-GL-1313 Amendment of Limits – Products-Completed Operations Aggregate Limit.

**1. Select either A or B (if none is selected A shall apply):**

\_\_\_\_\_ A. The Products-Completed Operations Aggregate Limit applies once for all projects for which A is selected, and does not apply separately to each project.

\_\_\_\_\_ B. The Products-Completed Operations Aggregate Limit applies separately to each project for which B is selected.

**2. Select either C or D (if none is selected C shall apply):**

\_\_\_\_\_ C. The Products-Completed Operations Aggregate Limit applies once for the policy period and extended completed operations period combined.

\_\_\_\_\_ D. The Products-Completed Operations Aggregate Limit applies once to the policy period, and a separate Products-Completed Operations Aggregate Limit of \$\_\_\_\_\_ applies to the extended completed operations coverage period (if no amount is entered the amount of the Products-Completed Operations Aggregate Limit on the Declarations of this policy shall apply).

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



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## Extended Completed Operations – Designated Project

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

1. It is agreed that for each "designated project" identified in a Designated Project – Declarations endorsement to this policy, the coverage provided under the "products-completed operations hazard" of this policy shall be extended for the period shown in the Extended Completed Operations Coverage Period section of the Designated Project-Declarations endorsement(s). The extended completed operations coverage period shall begin on the "project completion date" of the "designated project".

This extended completed operations coverage applies only to "bodily injury" and "property damage" that occurs during the extended completed operation coverage period and is caused by an "occurrence". All other terms and conditions of this policy and endorsements apply to the extended completed operations coverage unless expressly revised by endorsement.

2. The extended completed operations coverage afforded by this endorsement shall not take effect if this policy is cancelled for any reason other than early completion of the project.
3. For purposes of this insurance, the following additional definition applies:

"Project completion date" means the earliest date within our policy period of the following:

- (1) The date of final written acceptance of the "designated project" by the owner; or
- (2) When all of the work called for in your contract has been completed and the parties to the contract agree that the "project completion date" has been attained; or
- (3) When that part of the work done at a "designated project" structure, site or location has been put to its intended use or is ready for its intended use by any person or organization other than another contractor or subcontractor working on the same "designated project"; or

- (4) When all of the work to be done at the “designated project” structure, site or location is substantially complete and is in use or is ready for its intended use, if your contract calls for work at more than one structure, site or location.

All other terms and conditions of the policy not changed by the provisions of this endorsement continue to apply as currently written.



**ZURICH**

## **Extended Completed Operations – Designated Project - Separate Aggregate Limit – Policy Period and Extended Coverage Period**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

1. It is agreed that for each "designated project" to which this policy applies, the coverage provided under the "products-completed operations hazard" of this policy shall be extended for a period of \_\_\_\_\_ years. The extended completed operations coverage period shall begin on the "project completion date" of the "designated project".

This extended completed operations coverage applies only to "bodily injury" and "property damage" that occurs during the extended completed operation coverage period and is caused by an "occurrence". All other terms and conditions of this policy and endorsements apply to the extended completed operations coverage unless expressly revised by endorsement.

2. The extended completed operations coverage afforded by this endorsement shall not take effect if this policy is cancelled for any reason other than early completion of the project.

3. The Limits of Insurance that apply to this Extended Completed Operations Coverage are:

\$\_\_\_\_\_ Each Occurrence (if blank, the Each Occurrence Limit shown in the Declarations of this policy shall apply).

\$\_\_\_\_\_ Extended Completed Operations Coverage Aggregate (if blank, the amount of the Products-Completed Operations Aggregate Limit for this policy shall apply).

4. The following is added to **SECTION III, LIMITS OF INSURANCE**, and replaces any language in the policy to the contrary:

The Products-Completed Operations Aggregate Limit applicable to this policy is the most we will pay under Coverage A for all damages because of "bodily injury" and "property damage" included in the "products-completed operations

hazard" for the policy period, regardless of the number of years in the policy period and the number of "designated projects" covered under this policy.

The Extended Completed Operations Coverage Aggregate Limit shown in this endorsement is the most we will pay for all "designated projects" combined under Coverage A for all damages because of "bodily injury" and "property damage" within the "extended completed operations coverage", regardless of the number of years in the Extended Completed Operations Coverage period and the number of "designated projects" covered under this policy.

5. For purposes of this insurance, the following additional definition applies:

"Project completion date" means the earliest date within our policy period of the following:

- (1) The date of final written acceptance of the "designated project" by the owner; or
- (2) When all of the work called for in your contract has been completed and the parties to the contract agree that the "project completion date" has been attained; or
- (3) When that part of the work done at a "designated project" structure, site or location has been put to its intended use or is ready for its intended use by any person or organization other than another contractor or subcontractor working on the same "designated project"; or
- (4) When all of the work to be done at the "designated project" structure, site or location is substantially complete and is in use or is ready for its intended use, if your contract calls for work at more than one structure, site or location.

All other terms and conditions of the policy not changed by the provisions of this endorsement continue to apply as currently written.



**ZURICH**

## **Extended Completed Operations – Designated Project - Shared Products-Completed Operations Aggregate Limit – Policy Period and Extended Coverage Period**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

1. It is agreed that for each "designated project" to which this policy applies, the coverage provided under the "products-completed operations hazard" of this policy shall be extended for a period of \_\_\_\_\_ years. The extended completed operations coverage period shall begin on the "project completion date" of the "designated project".

This extended completed operations coverage applies only to "bodily injury" and "property damage" that occurs during the extended completed operation coverage period and is caused by an "occurrence". All other terms and conditions of this policy and endorsements apply to the extended completed operations coverage unless expressly revised by endorsement.

2. The extended completed operations coverage afforded by this endorsement shall not take effect if this policy is cancelled for any reason other than early completion of the project.
3. The following is added to **SECTION III, LIMITS OF INSURANCE**, and replaces any language in the policy to the contrary:

The Products-Completed Operations Aggregate Limit applicable to this policy is the most we will pay under Coverage A for all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" for the policy period and the Extended Completed Operations Coverage Period combined, regardless of the number of years in the policy period and the Extended Completed Operations Coverage Period and the number of "designated projects" covered under this policy.

4. For purposes of this insurance, the following additional definition applies:

"Project completion date" means the earliest date within our policy period of the following:

- (1) The date of final written acceptance of the "designated project" by the owner; or
- (2) When all of the work called for in your contract has been completed and the parties to the contract agree that the "project completion date" has been attained; or
- (3) When that part of the work done at a "designated project" structure, site or location has been put to its intended use or is ready for its intended use by any person or organization other than another contractor or subcontractor working on the same "designated project"; or
- (4) When all of the work to be done at the "designated project" structure, site or location is substantially complete and is in use or is ready for its intended use, if your contract calls for work at more than one structure, site or location.

All other terms and conditions of the policy not changed by the provisions of this endorsement continue to apply as currently written.



**ZURICH**

## Designated Project(s) – General Aggregate Limit

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages within the coverage provided under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated project covered by this policy:
1. The General Aggregate Limit shown in the Declarations of this policy applies separately to each designated construction project to which this policy applies.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit for any other designated construction project to which this policy applies.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply and shall be subject to the General Aggregate Limit applicable to the project from which the loss arises.
- B.** Any payments for damages within the "products-completed operations hazard" under this policy will not reduce the General Aggregate Limit applicable to the project from which the loss arises.
- C.** If the designated project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project shall be deemed to be the same project for purposes of determining the General Aggregate Limit applicable to the project.

- D.** The provisions of SECTION III – LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.



**ZURICH**

## Property Damage to Owner's Property

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

It is agreed this policy does not cover "property damage" to the "designated project", to the owner's facility that incorporates the "designated project", nor to loss of use of either the "designated project" or owner's facility prior to the "project completion date".

# Amendment of Limits - Products-Completed Operations Aggregate Limit



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**  
**Products-Completed Operations Hazard**

## SCHEDULE

Policy Products-Completed Operations Aggregate Limit	\$_____ All Projects Combined
--	-------------------------------

### SECTION III – LIMITS OF INSURANCE is revised as follows:

1. Paragraph 3 is deleted and replaced by the following:

3. a. The limits of insurance shown in the Declarations and endorsements to this policy are subject to the Policy Products-Completed Operations Aggregate Limit shown in the SCHEDULE above. The Policy Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" within the "products-completed operations hazard" for all "designated projects" combined, regardless of the number of designated projects covered under this policy or the number of years in the policy period and any extended completed operations coverage period.
- b. Subject to the Policy Products-Completed Operations Aggregate Limit shown above, the Products-Completed Operations Aggregate Limit shown in the Declarations to this policy shall apply as follows:

For all "designated projects" for which "A" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" within the "products-completed operations hazard" for all such "designated projects" combined. The Products-Completed Operations Aggregate Limit does not apply separately to each such project.



For each "designated project" for which "B" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" within the "products-completed operations hazard" for that project.

For all "designated projects" for which "C" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit applies once to the policy period and extended completed operations period combined, regardless of the number of years in the policy period and extended completed operations period or the number of "designated projects".

For all "designated projects" for which "D" is selected in a Designated Project – Declarations endorsement to this policy, the Products-Completed Operations Aggregate Limit shown in the Declarations of this policy applies once to the policy period, and a separate Products-Completed Operations Aggregate Limit shown on the Designated Projects – Declarations endorsement applies to the extended completed operations coverage period, regardless of the number of years in the policy period and extended completed operations coverage period.

2. The last paragraph of **SECTION III – LIMITS OF INSURANCE** does not apply to the Products-Completed Operations Aggregate Limits of this policy.



## Extended Ongoing Operations Coverage – Repair Work **ZURICH**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address:

Producer:

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

#### **Commercial General Liability Coverage Part**

The introduction to this coverage part and Section II. Who Is An Insured is amended to include the following additional provision:

No person or organization will qualify as a Named Insured under this coverage part if that person(s) or organization(s) has any ownership interest in the "designated project" or the location where "repair work" is being performed.

- A.** The insurance provided under Coverage A. of this coverage part as respects the "designated project" is extended to apply to ongoing "repair work" performed subsequent to the "project completion date". Our coverage for ongoing "repair work" only begins on the "project completion date" of the "designated project" and expires \_\_\_\_ years after the "project completion date". If no time period is shown above, then the coverage provided by this endorsement expires 2 (two) years after the "project completion date".
- B.** For purposes of the coverage provided by this endorsement, the following changes apply as respects **SECTION I. COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**1. Insuring Agreement** b. (1) and (2) are replaced with the following:

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused solely by an "occurrence" that arises out of "repair work" being performed by or on behalf of a Named Insured at the "designated project" in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs within the period identified in Paragraph A above.

**2. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following paragraph is added after the last paragraph under **SECTION III LIMITS OF INSURANCE:**

No additional Limits of Insurance are provided for Extended Ongoing Operations Coverage – Repair Work. The Coverage A. Limits of Insurance applicable to this coverage are the limits applying to the last annual period of this policy. These Each Occurrence and General Aggregate limits apply to all covered "repair work" damages incurred during the last annual period of the policy and the entire Extended Ongoing Operations Coverage – Repair Work period (as designated in Paragraph A. of this endorsement) as well as to any other covered damages, other than "repair work" damages, subject to these limits that may also be incurred during the last regular annual period of the policy.

4. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following condition is added:

The coverage provided by this endorsement shall not take effect if this policy is canceled for any reason.

- b. Condition **4. Other Insurance, b. Excess Insurance**, paragraph (1) is amended to include:

- (e) Any other primary insurance available to you covering liability for damages arising out of the "repair work", for which you have been added as an additional insured by attachment of an endorsement to any other policy providing coverage for the same "occurrence", claim or "suit".

5. The following additional definitions are added to **SECTION V. DEFINITIONS:**

- a. "Repair work" means the ongoing periodic inspections, corrections, repair or replacement work at the "designated project", pursuant to obligations you have assumed under the construction agreement entered into during the policy term and for which compensation has been paid to you as a Named Insured under the Controlled Insurance Program covered by this policy.
- b. "Project completion date" means the earliest date within our policy period of the following:
- (1) The date of final written acceptance of the "designated project" by the owner; or
  - (2) When all of the work called for in your contract has been completed and the parties to the contract agree that the "project completion date" has been attained; or
  - (3) When that part of the work done at a "designated project" structure, site or location has been put to its intended use or is ready for its intended use by any person or organization other than another contractor or subcontractor working on the same "designated project"; or
  - (4) When all of the work to be done at the "designated project" structure, site or location is substantially complete and is in use or is ready for its intended use, if your contract calls for work at more than one structure, site or location.

All other terms and conditions of the policy, the Commercial General Liability Deductible Endorsement, and any other endorsement to the policy remain the same.

Signed by: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_

Date

<i>SERFF Tracking Number:</i>	<i>ZURC-125420954</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Zurich Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CW GL 26513</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>CW GL 26513 Controlled Insurance Program</i>		
<i>Project Name/Number:</i>	<i>CW GL 26513 Controlled Insurance Program/CW GL 26513</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number:	ZURC-125420954	State:	Arkansas
First Filing Company:	American Zurich Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	CW GL 26513		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	CW GL 26513 Controlled Insurance Program		
Project Name/Number:	CW GL 26513 Controlled Insurance Program/CW GL 26513		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	03/19/2008
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**Comments:**

**Attachment:**

NAIC Transmittal.pdf

<b>Satisfied -Name:</b>	Forms List	<b>Review Status:</b>	Approved	03/19/2008
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**Comments:**

**Attachment:**

Forms List.pdf

<b>Satisfied -Name:</b>	2/6/08 Response	<b>Review Status:</b>	Approved	03/19/2008
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**Comments:**

Please be advised that under the insuring agreement of the CGL policy - Insurance under the occurrence coverage form applies only to bodily injury and property damage that occurs during the policy period. When the project is over the policy will expire.

Most contractors have (Wrap-Ups)-Controlled Insurance Program exclusions on their primary policies so potentially there is no coverage for them to turn to in the Statute of repose period. Our proposed endorsement clearly extends this coverage so that any potential gaps will be addressed for the benefit of the insured.

There is a debit that will apply per the rules that were submitted for these endorsements.

<b>Satisfied -Name:</b>	2/15/08 Response	<b>Review Status:</b>	Approved	03/19/2008
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**Comments:**

1. An incident could occur during or after the policy period but after the project is over because it would be a completed operations claim.

2. Yes, the contractors would have their primary coverage under a different GL policy that would most likely exclude

<i>SERFF Tracking Number:</i>	<i>ZURC-125420954</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Zurich Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CW GL 26513</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>CW GL 26513 Controlled Insurance Program</i>		
<i>Project Name/Number:</i>	<i>CW GL 26513 Controlled Insurance Program/CW GL 26513</i>		

any work performed under the project.

3. No, this coverage is provided to the Controlled Insurance Program Policy in which the contracotor is a named insured under the policy. The contractors primary GL would not provide coverage for any work performed under the Controlled Insurance Program in most instances.

4. The intent is to file countrywide but to date we have filed in 33 states with 16 approvals and 7 states that are "file and use". At the time of this filing we had yet to file in the domicile states of IL, NE and NY. IL and NE have since approved and I am waiting for additional actuarial support to file in NY.



## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3.</b>	<b>Group Name Zurich North America</b>	<b>Group NAIC #</b>			
		212			
<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
	Zurich American Ins. Co.	NY	16535	36-4233459	
	American Guarantee & Liability Ins. Co.	NY	26247	36-6071400	
	American Zurich Ins. Co.	IL	40142	36-2781080	
	Zurich American Ins. Co. of IL.	IL	27855	36-2781080	

<b>5.</b>	<b>Company Tracking Number</b>	CW GL 26513
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Carole Amato 1400 American Lane	Analyst	847-413-5235	847-605-7768	carole.amato@zurichna.com
	Schaumburg, IL 60196				
<b>7.</b>	Signature of authorized filer		<i>Carole Amato</i>		
<b>8.</b>	Please print name of authorized filer		Carole Amato		

## Filing information (see General Instructions for descriptions of these fields)

<b>9.</b>	<b>Type of Insurance (TOI)</b>	17
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	Other
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing title)</b>	Controlled Insurance Program
<b>13.</b>	<b>Filing Type</b>	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [ x ] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal [ ] Other (give description)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New: On approval Renewal: On approval
<b>15.</b>	<b>Reference Filing?</b>	[ ] Yes [x] No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	
<b>19.</b>	<b>Status of filing in domicile</b>	[ ] Not Filed [ ] Pending [ ] Authorized [ ] Disapproved



<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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These policies are written on a standard ISO CGL "occurrence" form, CG 00 01. Defense costs are in addition to limits. The Sponsor is solely responsible for payment of premium and deductibles. The policy periods typically range from one to three years, with an optional completed operations coverage extension for a period of years following project completion.

	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<b>Check #: EFT</b> <b>Amount:</b>	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		CW GL 26513		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Cancellation	U-GL-1298-A CW 0107	<input checked="" type="checkbox"/> New Replacement [ ] Withdrawn		
02	Sole Agent for Insureds	U-GL-1299-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
03	Joint Defense-Wrap-up	U-GL-1300-A CW 0107	[ <input checked="" type="checkbox"/> ] New [ ] Replacement [ ] Withdrawn		
04	Property Damage Exclusion (Builders Risk)	U-GL-1301-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
05	Claim Series-Wrap Up or Project-Specific	U-GL-1303-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
06	Premium And Reports Agreement-Composite Rated Policies	U-GL-1304-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
07	Limitation of Coverage to Designated Project(s)	U-GL-1305-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
08	Designated Project- Declarations	U-GL-D-1306-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
09	Extended Completed Operations – Designated Project	U-GL-1307-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
10	Extended Completed Operations-Designated Project-Separate Aggregate Limit-Policy Period and Extended Coverage Period	U-GL-1308-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
11	Extended Completed Operations-Designated Project-Shared Products-Completed Operations Aggregate Limit-Policy Period and Extended Coverage Period	U-GL-1309-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		
12	Designated Project(s)- General Aggregate Limit	U-GL-1310-A CW 0207	<input checked="" type="checkbox"/> New [ ] Replacement [ ] Withdrawn		

13	Property Damage to Owner's Property	U-GL-1311-A CW 0207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Amendment of Limits – Products-Completed Operations Aggregate Limit	U-GL-1313-A CW 0207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Extended Ongoing Operations Coverage- Repair Work	U-GL-1334-A CW 0307	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

# ZURICH NORTH AMERICA

## Controlled Insurance Program

### Form Listing

Endorsements		
Form Number	Name	Comments
U-GL-1298-A CW (01 07)	Cancellation	Describes the reasons for which the company may cancel the policy and the notice requirement prior to cancellation. Not premium bearing
U-GL-1299-A CW (02 07)	Sole Agent for Insureds	To provide that the Sponsor (First Named Insured) shall act as sole agent for other named insureds as respects certain rights and obligations under the policy. Not premium bearing
U-GL-1300-A CW (01 07)	Joint Defense –Wrap up	Allows a single attorney to defend multiple named insureds on the policy in the event of suit. Not premium bearing
U-GL-1301-A CW (02 07)	Property Damage Exclusion (Builders Risk)	Excludes coverage for loss covered under a builders' risk policy procured by the owner. Premium bearing
U-GL-1303-A CW (02 07)	Claims Series – Wrap or Project - Specific	Clarifies that multiple claimants or property locations affected by a common cause or condition shall be treated as a single occurrence. Not premium bearing
U-GL-1304-A CW (02 07)	Premium and Reports Agreement – Composite Rated Policies	Identifies premium audit requirements. Not premium bearing
U-GL-1305-A CW (02 07)	Limitation of Coverage to Designated Project(s)	Indicates that the coverage of the policy can only apply to projects enrolled and identified in this endorsement (for a policy covering a single project) or in the Designated Projects – Declarations pages (for a policy covering multiple projects or a rolling program). Not premium bearing
U-GL-1306-A CW (02 07)	Designated Project- Declarations	Identifies the project or group of projects enrolled on the policy either at policy inception or as projects are added later during the policy period. Also to identify the premium basis, the length of the completed operations coverage extension, and the application of the products-completed operations aggregate limit for each project enrolled. For a policy covering multiple projects or a rolling program. Not premium bearing
U-GL-1307-A CW (02 07)	Extended Completed Operations – Designated Project	Provides for the completed operations extension on a policy covering multiple projects or a rolling program. Premium bearing
U-GL-1308-A CW (02 07)	Extended Completed Operations – Designated Project – Separate Aggregate Limit – Policy Period and Extended Coverage Period	To provide the completed operations extension period, with a separate products-completed operations aggregate limit for the policy period and the extension. For a policy covering a single project. Cannot use this with U-GL-1309. Premium bearing

U-GL-1309-A CW (02 07)	Extended Completed Operations – Designated Projects – Shared Products-Completed Operations Aggregate Limit – Policy Period and Extended Coverage Period	To provide the completed operations extension period, with a shared products-completed operations aggregate limit for the policy period and the extension. For a policy covering a single project. Cannot use this with U-GL-1308. Premium bearing
U-GL-1310-A CW (02 07)	Designated Project(s) – General Aggregate Limit	To provide that the general aggregate limit applies separately to each project. Not premium bearing
U-GL-1311-A CW (02 07)	Property Damage to Owner's Property	To exclude damage to the owner's property resulting from the project(s). Premium bearing
U-GL-1313-A CW (02 07)	Amendment of Limits – Products-Completed Operations Aggregate Limit	For policies covering multiple projects or a rolling program, to identify a policy cap for the products-completed operations aggregate limit. Also to describe how the products-completed operations aggregate limit will apply to particular projects as selected in the Designated Projects – Declaration pages. Not premium bearing
U-GL-1334-A CW (03/07)	Extended Ongoing Operations Coverage – Repair Work	This endorsement was developed to address the needs of the enrolled contractors in the Controlled Insurance Program to be able to return to the site to make repairs or service their work under the CIP contract and still be provided premises coverage. Premium bearing